

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)

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31 OCT '23 PM 3:50

In re: [REDACTED]*

WILLIAM C BEVAN, JR [REDACTED]*

Case No. 22-12609

Debtor

* Chapter 13

* * * * *

*** FIRST APPLICATION AND FINAL APPLICATION FOR
COMPENSATION FOR SERVICES RENDERED AND FOR REIMBURSEMENT
OF EXPENSES INCURRED FOR THE PERIOD JUNE 16, 2022, THROUGH AND
INCLUDING JUNE 13, 2023, AND NOTICE THEREOF COMBINED**

NOW COMES BEFORE THE BANKRUPTCY COURT Adam Ross Levin (the
“Applicant”), Real Estate Broker files his First and Final Application for Compensation for
Services Rendered and for Reimbursement of Expenses Incurred (this “Application”) for the
Period June 16, 2022, through and including June 13, 2023 (the “Application Period”),
pursuant to the terms of the Listing Agreement And Order Granting Application and
Employment of Adam Ross Levin, and respectfully asks the Bankruptcy Court as follows:

STATEMENT TO THE BANKRUPTCY COURT:

On May 13, 2022 (the “Order for Relief Date”) Doctor William Charles Bevan (the
“Debtor”) filed a bankruptcy petition under Chapter 13 in the Greenbelt Bankruptcy Court.

On June 16, 2022, the Debtor filed an Application to Employ Adam Ross Levin, as
realtor to the Debtor with Homewise Realty Services, LLC as the realtor to him and the
bankruptcy estate as realtor on 11229 Empire Lane, Rockville, MD 20852 (“Empire
Residence”). The Application to Employ provided for 5% commission [with a 2.5%
commission split to buyer’s broker] and \$595.00 administrative cost as set forth in the actual

Listing Agreement. It also provided for up to 3% additional commission if there was any professional service above and beyond the listing marketing placing the Empire Residence under contract and closing, as contained in Addendum 2 attached to the Listing Agreement and within the Application to Employ. The additional commission would be for "entanglements and work to be provided arising from complications from this particular debtor and this particular bankruptcy case." The Application to Employ was granted on July 12, 2022. The Order that granted the Application to Employ authorized the 5% and \$595.00 and required that any commission in excess of the 5% and \$595.00 administrative cost be submitted on notice by fee application and approved after notice.

On June 13, 2023, the Chapter 13 case was converted to Chapter 7 after a long hearing and testimony by Debtor. Thereafter, the Chapter 7 Trustee Janet Nesse hired Applicant by a Motion to Authorize Court to Enter Amended Order on the Motion to Sell Empire Residence filed on June 22, 2023. In the Motion on Amended Order, the Trustee asked that Applicant be paid earlier described sum not to exceed 5.0% commission and \$595.00 administrative cost from the proceeds at sale of the Empire Residence, and that any other fees would be subject to fee application. The Order on Motion on Amended Order was entered on July 28, 2023, which was without prejudice to Applicant's right to submit fee application for further compensation.

The Empire Residence sold on August 2, 2023. The Applicant was paid the sum of \$13,800.00 on the commission on the Empire Residence which sold for \$920,000.00 which equaled 1.5% of the commission and the \$595.00 administrative cost, as the Report of Sale shows that was filed on August 29, 2023. The Applicant is thus short \$9,200.00 equaling 1% of the agreed commission price, which the estate had to provide to the buyer as a seller's

concession given the multiple delays and postponements and general disruption to the process that the Debtor had caused over a period of nearly 4 months since the Empire Residence went under contract in late April, 2023 to closing on August 2, 2023. The Applicant agreed to defer his request for the full 2.5% commission he was entitled to under the Listing Agreement at closing in order to not forfeit a cash buyer with no contingencies who was very concerned about her safety among other things given the Debtor's horrible behavior.

In addition following April 30, 2023, the Applicant had to pay a plumbing contractor for an unanticipated further replacement of a hot water heater based on plumbing work that the was identified, and Applicant paid out of his own pocket the sum of \$3,799.98 on May 31, 2023 which had to be paid or again the buyer would not have proceeded to closing. The Applicant did not have sufficient further checks on the escrow account Applicant had operated by that point to pay from the Debtor's retirement funds, even though this was a valid and necessary expense for the estate and the Debtor to pay on the sale forthcoming on Empire Residence. The Applicant was informed that he should add this to his fee application which he has done. A copy of the receipt is attached as an exhibit to this fee application.

Finally, the Applicant seeks an additional 3% on the commission as permitted by the Order granting his Application to Employ and the Order on Motion on Amended Order for the factual reasons below, which comes to an additional \$27,600.00 given the sales price of \$920,000.00 on the Empire Residence.

Adam Ross Levin seeks approval of compensation in the amount of **\$36,800.00** representing the \$9,200.00 and the \$27,600.00 in further commission and reimbursement for out-of-pocket expenses in the amount of **\$3,799.98** thereof states as follows:

DISCUSSION OF REASONS FOR MORE COMMISSION:

I have worked with Dr. Bevan for a period of years, starting in 2020. I have helped him through many bankruptcy cases as a friend, advisor and realtor before the Order for Relief in this case. I never received any payment before this bankruptcy case for all the help I provided to him. In this case, Debtor hired me to serve as his assistant financially and in order to aid in the implementation of his Plan that got confirmed, and before that. My rate was \$185.00 and Dr. Bevan was supposed to give me a signed agreement that allowed me to get paid from the Bankruptcy Court. By my own oversight, although I put in many, many hours helping the Debtor in this Chapter 13 case, I never got the paperwork from Dr. Bevan finalized. He believes and has said he agreed to \$35.00 an hour, which is untrue, but it matters not. There is nothing signed and I am not seeking that compensation although I should have been paid. I helped as agent in fact in this Chapter 13 case for all the account management, running his books, and making sure that his bills got paid when he was not doing that.

What I am seeking is the extra 3% that I was authorized to receive for the entanglements and work arising from complications arising from this Debtor and this Chapter 13 case. Those involved work performed in construction and mold remediation and associated tasks which took many months, and which I supervised as realtor and agent in fact. These involved the marketing which was challenging beyond belief, whereby Debtor would appear and disrupt the work and then reappear to frighten off buyers and their agents, all as my affidavits filed this case earlier demonstrate. This involved the Debtor showing up days before closing where Janet Nesse directed me to have him arrested for trespassing and

~~RELEVANT~~ then I had to experience a frivolous criminal complaint from the Debtor which was

dismissed. These are not normal realtor activities. I am entitled to the extra compensation of

3% (\$27,600.00). I am entitled to the compensation under the Listing Agreement of 1%

(\$9,200.00) that did not get paid to me at closing because of a seller concession to buyer that

was necessary last minute to avoid the cash buyer walking away. I am entitled to the

\$3,799.98 plumber expense I had to pay out of my own pocket to make sure the Empire

Residence sold, and the buyer was not lost and forfeited. Please note that this was a

\$920,000.00 contract (at actual appraised value once construction was performed and well

above the \$500,000.00 or so it was worth prior to construction) with a cash buyer and no

contingencies. The Court should be aware this is hard to find. I did an excellent job here in

all respects and should be paid.

Some further details on the work subjects I performed follow:

Reverse Mortgage

From May 2022 to August 2022, I researched licensed mortgage loan

officers. I assisted the Debtor with his initial reverse mortgage application for the Rockville

property. I spent many hours with Debtor making phone calls. I spent countless hours

tracking down financial documents for him.

Insurance Claim Assurant

From August 31, 2022, to December 7, 2022, I contacted Assurant Insurance

Company, the force-placed insurance company for status updates on the insurance claim that

was made on August 31, 2023. I spoke to the Debtor constantly when he called sometimes

from the Debtor two or three times a day wanting updates. I met with the claims adjuster at the property. In addition, the claim was denied. I updated the Debtors attorney on the status of the claim.

Construction Bid Process

From or about November 13, 2022, to February 16, 2023, I met with various contractors at the Rockville property to get bid proposals for the cleanout and rehabilitation of the Rockville property. I reviewed all the bid proposals with the debtor and his attorney.

Construction Project Management

From or about October 26, 2022, to March 13, 2023, I spoke to the contractor almost daily. I went to inspect the work to ensure work was being done according to the agreed upon terms of the contracts. I reviewed each contract with the debtor. I received his prior approval before I authorized their employment. During each phase of construction, I updated the debtor and his attorney on the progress of the work. I showed pictures of the work each time I visited with the Debtor.

Agent-Fact Duties

1. Retirement Account Withdrawals

The debtor agreed to use his retirement funds and pledged these funds on October 26, 2023, on the Confirmation Date. Prior to my requesting the funds, I consulted with the debtor and his Financial Planner, Jeffery Wadsworth who told me which of the retirement accounts to withdraw the funds from. I consulted and hired a certified public accountant to

find out the tax consequences of using the retirement funds. I received the Debtor authorized me to employ him and complete his tax returns.

Escrow Account Management-

On or about November 2022 I opened an escrow account which was used to pay contractors and other post-petition expenses. I received prior approval from the debtor before using these funds. I also received approval from the debtor's counsel in compliance with the confirmation order. I made sure all records were maintained with IRS record keeping and retention.

2 Retention of Accountant

On or about January 2022 I sought professional tax advice to evaluate the tax consequences of withdrawals from the Debtors retirement. I also had him review the Proof of Claim filed by the IRS. All of this was done with the prior approval of the debtor.

Respectfully Submitted,



By: /s/ Adam Ross Levin

Adam Ross Levin
11140 Rockville Pike
Suite 420
Rockville, MD 20852
(240)888-1847

rlevin@homewiserealtyservices.com

ANY OBJECTION TO THIS NOTICE MUST BE FILED WITH THE OFFICE OF THE CLERK, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND, 6500 Cherrywood Lane, Greenbelt, MD 20770 NO LATER THAN 21 DAYS FROM THE SERVICE OF THIS NOTICE AND A COPY MUST BE CONTEMPORANEOUSLY SERVED UPON ADAM ROSS LEVIN 11140 ROCKVILLE PIKE, SUITE 420, ROCKVILE, MD 20852. IF NO OBJECTIONS ARE TIMELY FILED, THE PROPOSED ACTION MAY BE APPROVED WITHOUT FURTHER ORDER OR NOTICE. THE COURT, IN ITS DISCRETION, MAY CONDUCT A HEARING OR DETERMINE THE MATTER WITHOUT A HEARING REGARDLESS OF WHETHER AN OBJECTION IS FILED. AN OBJECTION MUST STATE THE FACTS AND LEGAL GROUNDS ON WHICH THE OBJECTION IS BASED AND THE BELOW REFERENCED COUNSEL IS TO BE CONTACTED IF PARTIES IN INTEREST HAVE QUESTIONS.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 31, 2023, a copy of the foregoing Fee Application was served via First-Class mail to the Debtor, the Chapter 7 Trustee, and by ECF upon any registered users in this case.



Adam Ross Levin

Plumbing Invoice



Service Force Plumbing

Homewise realty services LLC
11229 Empire Lane
Rockville, MD 20852

☎ (240) 888-1847
✉ ross@romkind.org

INVOICE	#22166
SERVICE DATE	Apr 25, 2023
INVOICE DATE	Apr 27, 2023
DUE	Upon receipt
AMOUNT DUE	\$3,799.98

CONTACT US

1022 Baltimore Rd
Rockville, MD 20851

☎ (301) 370-8320
✉ 4serviceforce@gmail.com

Service completed by: Gavin Otto, Tanner Barnes

INVOICE

Services	qty	unit price	amount
Installation of new 50 Gallon State Pro-Line electric water heater	1.0	\$1,999.99	\$1,999.99
Demo existing water heater, installation of new water heater, test system and haul away old water heater. Includes water heater, all connection materials and labor. Includes 6 year parts and labor warranty.			
Tank booster kit with installation	1.0	\$399.99	\$399.99
Re-location of water heater and new pan with drain	1.0	\$1,400.00	\$1,400.00
Total			\$3,799.98

FULL PAYMENT IS DUE UPON JOB COMPLETION. ALL CREDIT CARD PAYMENTS OVER \$1000.00 WILL BE CHARGED A 3% PROCESSING FEE.